

66. "Wireless Service Provider" or "WSP" means a provider of Commercial Mobile Radio Services ("CMRS") (e.g., cellular service provider, Personal Communications Services provider or paging service provider).

I. NETWORK INTERCONNECTION [TA 1996, Section 271(c)(2)(B)(i)]

Compensation terms for services described in this Section are set forth in the Reciprocal Compensation Section below.

This Section describes the interconnection of the facilities and equipment of TCG and Pacific for interconnection of their networks for the transmission and routing of Exchange Service and jointly provided Switched Access service.

The Parties shall reciprocally terminate Local Exchange Traffic, as follows:

A. Interconnection Within Each LATA

Unless otherwise agreed and specified in Attachment A, the Parties will interconnect with each and every access tandem in the LATA(s) in which the Parties originate traffic. In addition, unless otherwise described in Attachment A, neither Party may route Local Interconnection traffic to the other Party's access tandem if such traffic is destined for an NXX which subtends another tandem. In addition to the tandem interconnection described above, either Party may establish end office-to-end office or end office-to-tandem or tandem-to-tandem trunk groups. In the case of host-remote end offices, such interconnection shall occur at the location of the host or remote, at the option of the Party deploying the host-remote end office. Such additional Local Interconnection Trunk Groups will be identified in Attachment A or amendments thereto.

The Parties agree that a LATA-wide terminating arrangement may be selected. Under such an arrangement, interconnection is established at a single tandem designated by the tandem Party for termination of all Local Exchange Traffic destined for any end office that subtends one of the access tandems operated by the tandem Party.

The Parties agree to interconnect their networks through existing and/or new facilities between their respective switches. The TCG switch, the TCG routing point (if any), the POI and Pacific's switch will be listed for each interconnection. A table of such interconnections is attached as Attachment A and is incorporated herein by reference. Amendments to Attachment A may be made by either Party, upon 30 days written notice and acceptance by the other Party. Acceptance will

not be unreasonably withheld. Such amendments may be made without the need to renegotiate the terms of the rest of this Agreement.

B. Single POI Model

Interconnection for each trunk group between pairs of the Parties' switches and/or routing points for the exchange of local and intraLATA toll and jointly provided Switched Access traffic shall be at a single POI.

TCG will be responsible for engineering its network on its side of the POI frame. Pacific will be responsible for engineering the POI frame (if any) and its network on its side of the POI frame.

C. Sizing and Structure of Interconnection Facilities

The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The interconnection facilities provided by each Party shall be Alternate Mark Inversion Line Code and Superframe Format Framing ("AMI") at either the DS-1 or DS-3 level, except as modified below.

When interconnecting at Pacific's tandems, the Parties agree to establish Binary 8 Zero Sum Extended Super Frame ("B8ZS ESF") two-way trunks where technically feasible for the sole purpose of transmitting 64Kbps Clear Channel Capability ("CCC") data calls between them. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech." Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, LEC, or Pacific internal customer demand for 64K CCC trunks.

When interconnecting at Pacific's digital End Offices, the Parties have a preference for use of B8ZS ESF trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups and Meet Point Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

All interconnection facilities between the Parties will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings

D. Trunking Directionality.

Local Interconnection Trunk Groups and Meet Point Trunk Groups, or Combined Interconnection Trunk Groups, will be installed as two-way trunk groups. Separate two-way trunks will be established for Switched Access traffic where one of the Parties is operating as an IXC. Interconnection will be provided via two-way trunks unless both Parties agree to implement one-way trunks on a case-by-case basis.

E. Common Channel Signaling and Signaling Protocol

The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks and access to databases such as 800 and Line Information Data Base ("LIDB"), where TCG requests such access from Pacific. TCG may establish CCS interconnections with Pacific either directly and/or through a third party. CCS interconnection, whether direct or by third party shall be pursuant to PUB L-780023-PB/NB. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users. All CCS signaling parameters, as may be deployed by either Party for its use, will be provided, including CPN. Neither Party will be required by the other Party to deploy any CCS signaling parameters not already deployed within its network. All privacy indicators will be honored.

F. Local Interconnection Trunk Arrangements

1. Where a LATA-wide terminating option is selected, the Parties shall deliver to the designated LATA-wide tandem only those publicly-dialable NPA-NXX codes which subtend either the designated tandem or one of the other tandems in that LATA operated by the LATA-wide provider.
2. Unless otherwise agreed as in Section I.F.1, above, the Parties shall deliver traffic over the Local Interconnection Trunk Group(s) to an access tandem only for those publicly-dialable NPA NXX codes served by end offices that directly subtend the access tandem or to those WSPs that directly subtend the access tandem.

3. Where end office trunking is used, the Parties shall deliver traffic over the Local Interconnection Trunk Group(s) to an end office only for those publicly-dialable NPA NXX codes served by that end office.
4. With respect to the interconnection provided for in Sections I.F.1 - I.F.3, above, the source for the routing instructions shall be the LERG, except as specified in Attachment A. In any case, Pacific will not be required to route calls destined to TCG NXXs via another LEC tandem.
5. Where either Party delivers over the Local Interconnection Trunk Group miscellaneous calls (*i.e.*, time, weather, NPA-555, Busy Line Verify/Interrupt, 976, California 900, Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
6. Either Party may terminate Directory Assistance calls over the Local Interconnection Trunk Groups using NPA-555 routing.
7. Toll Free Service calls will be routed over Meet Point Trunks unless the end office Party performs the SSP function and the 800 SCP returns an intraLATA POTS-routable number and a CIC of 110. In such a case, these calls will be routed over the Local Interconnection Trunk Groups, if the POTS-routable number returned is located in one of the Party's networks.
8. Neither Party shall terminate Switched Access traffic over Local Interconnection Trunks.
9. N11 codes (*i.e.*, 411, 611, 911) shall not be sent between the Parties' networks over the Local Interconnection Trunk Groups.
10. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective end users. BLV and BLVI inquiries between operator bureaus shall be routed using network-routable access codes published in the LERG over the Local Interconnection Trunks.

G. Meet Point Trunking Arrangements

1. In meet point trunking arrangements, either Party can provide the tandem transport and switching functions and either Party may use Meet Point

Trunks to send and receive Feature Group B and D ("FGB" and "FGD") calls from Switched Access customers who are connected to the other Party's access tandem. Switched Access customers will direct which Party will provide each function based on Access Service Requests ("ASRs") placed with both Parties.

2. Two-way trunks will be established to enable TCG and Pacific to jointly provide FGB and FGD Switched Access services.
3. The Parties will use facilities and two-way trunk groups separate from the Local Interconnection Trunk Groups for Meet Point Trunks (unless Combination Interconnection Trunk Groups are used as described below). Where separate facilities are used for Meet Point Trunks, neither Party will charge the other Party for these facilities, including multiplexing and Cross Connects
4. In the case of Switched Access services provided through either Party's access tandem, neither Party will offer blocking capability for Switched Access customer traffic delivered to the other Party's tandem for completion on that Party's network. Neither Party shall have any responsibility to ensure that any Switched Access customer will accept traffic the other Party directs to the Switched Access customer.
5. The tandem Party in meet point trunking arrangements shall direct traffic received from Switched Access customers directly to the other Party's end office where such connection exists and is available. Where no end office connection exists or is available, traffic received from Switched Access customers shall in all cases be sent to the other Party's tandem under which the end office is homed.

Traffic sent to Switched Access customers shall in all cases be routed from the end office through only one tandem of either Party to the Switched Access customer. The Parties understand and agree that the Switched Access customer may select which Party's access tandem is used for traffic sent to the Switched Access customer. Proof of such selection shall be in the form of ASRs from the Switched Access customer.

The Parties agree to cooperate in determining the future technical feasibility of a switch vendor supported method of routing originating meet point traffic via a tandem of one Party and a tandem of the other Party for the purpose of delivering such traffic to the Switched Access customer. If such an arrangement is found to be technically feasible, the

Parties will cooperate in implementing the arrangement, including the adoption of appropriate compensation terms. Pacific agrees that it will make any necessary modifications of its tariffs to implement any of the items in this subsection. Such modifications will be made within 30 days of a determination by the Parties of the feasibility and availability of such an arrangement.

6. The Parties will provide CCS to one another, where and as available, in conjunction with two-way Meet Point Trunk Groups. The Parties will provide all CCS signaling including Charge Number, originating line information ("OLI"), etc. For terminating FGD, either Party will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCS environment) and CIC/OZZ information (non-CCS environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where CIC/OZZ or TNS information has not been provided to the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will make reasonable efforts to obtain any necessary CIC/OZZ codes directly from Switched Access customers who use such codes. The Parties will follow all OBF adopted guidelines pertaining to TNS and CIC/OZZ codes.
7. CCS shall be used in conjunction with Meet Point Trunks, except multifrequency ("MF") signaling must be used on a separate Meet Point Trunk Group for originating FGD access to Switched Access customers that use MF FGD signaling protocol. For terminating FGD access from Switched Access customers that use MF FGD, the tandem Party will, as a first choice, complete those calls to the end office provider over the CCS Meet Point Trunk Group.
8. All originating Toll Free Service calls for which the end office Party requests that the tandem Party perform the SSP function (e.g., perform the database query) shall be delivered to the tandem Party using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls.
9. All originating Toll Free Service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by the end office Party using GR-317 format over the Local Interconnection Trunk

Group for calls destined to end offices that directly subtend the tandem or the designated LATA-wide tandem to which the calls are delivered.

10. Originating Feature Group B calls delivered to either Party's tandem shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving access tandem.

H. Combination Interconnection Trunk Groups

1. The Parties agree to work cooperatively to combine all functionalities of Local Interconnection Trunk Groups and Meet Point Trunk Groups on a single Combination Interconnection Trunk Group at any feasible point of interconnection where either Party desires, except in connection with the LATA-wide terminating option.
2. The initial decision as to whether the use of Combination Interconnection Trunk Groups is feasible, including a determination of switched software compatibility, ordering procedures and billing procedures, will be made no later than four months from the effective date of this Agreement.
3. If the use of Combination Interconnection Trunk Groups is found to be not feasible at that time, a review of such feasibility and a further decision on the use of Combination Interconnection Trunk Groups will occur at six month intervals at either Party's option through the term of the Agreement.
4. At the time that the use of Combination Interconnection Trunk Groups is determined to be feasible, and ordering and billing procedures have been established:
 - a) any new trunk groups may be ordered using the Combination Interconnection Trunk Group option; and
 - b) the Parties will work together in good faith to complete the conversion from the use of separate Local Interconnection Trunks and Meet Point Trunk Groups to the use of Combination Interconnection Trunk Groups within 6 months from that time. There shall be no charges by either Party for this conversion.

I. Control Office Functions

The Parties shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall

coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

The end office Party is responsible for all Control Office functions for the Meet Point Trunks and Trunk Groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

J. Testing and Trouble Responsibilities

TCG and Pacific shall:

1. Cooperatively plan and implement coordinated repair procedures for the Meet Point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
2. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
3. Notify each other when there is any change affecting the service requested, including the due date
4. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
5. Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
6. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
7. Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.
8. Provide to each other test-line numbers and access to test lines, including a test-line number that returns answer supervision in each NPA-NXX opened by a Party.

9. Based on the trunking architecture, mutual tests for system assurance for the proper recording of AMA records in each company's switch must be in place. These tests are repeatable on demand by either Party upon reasonable notice.

K. Bilateral Agreements

The Parties shall implement within 90 days of the effective date of this Agreement a bilateral agreement regarding the technical and operational interfaces and procedures that are set forth in Attachment B. The Parties agree to negotiate in good faith and execute an attachment to this Agreement, acceptable to both Parties, on reasonable performance standards and reasonable remedies, within two weeks of the execution of this Agreement.

L. Interconnection Forecasting

1. The Parties agree that during the first year of interconnection, joint forecasting and planning meetings will take place no less frequently than once per quarter.
2. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts shall include:
 - a. Yearly forecasted trunk quantities shall include:
 - (1) tandem Local Interconnection and Meet Point Trunks;
 - (2) tandem-subtending Local Interconnection and end office equivalent Meet Point Trunk requirements; and
 - (3) direct end office Local Interconnection Trunksfor a minimum of three (current and plus-1 and plus-2) years;
 - b. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
 - c. A description of major network projects anticipated for the following six months. Major network projects include trunking or

network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. Where either Party plans to terminate traffic of other LECs over Local Interconnection Trunk Groups, the Parties will jointly plan for the effects on their networks. This planning will include the issues of network capacity, forecasting and compensation calculation (including verification of PLU).

3. If differences in semi-annual forecasts of the Parties vary by more than 24 additional DS0 two-way trunks for each Local Interconnection Trunk Group, the companies shall meet to reconcile the forecast to within 24 DS0 trunks.
4. If a trunk group is under 75 percent of centum call seconds (ccs) capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which shall be left with not less than 25 percent excess capacity. In all cases, grade of service objectives identified below shall be maintained.
5. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

M. Interconnection Grade Of Service

A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided Switched Access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).

N. Interconnection Deployment

The Parties agree to develop and implement engineering guidelines which will encourage the economic deployment of increasingly robust and diverse interconnection between their networks. The Parties agree that these guidelines, when developed, will form the basis for creation of additional Local Interconnection Trunk Groups and Meet Point Trunk Groups. The Parties agree to establish these additional Local Interconnection Trunks and Meet Point Trunks, subject to the availability of facilities and trunk equipment, as soon as the traffic volumes between any two switches or Routing Points reaches a total volume equivalent to 225,000 minutes of use or more per month for a period of two

consecutive months. However, the Parties may choose not to establish these trunks only by mutual agreement.

O. Interconnection Trunk Servicing

Orders from TCG to Pacific to establish, add, change or disconnect trunks shall be processed by use of an Interconnection Service Request ("ISR") using Pacific's CESAR electronic ordering interface as the means of transmitting such orders. The Parties agree to cooperate in the establishment of Network Data Mover ("NDM") capability to exchange orders

As discussed in this Agreement, both Parties will jointly manage the capacity of all interconnection trunk groups. Pacific's Circuit Provisioning Assignment Center ("CPAC") will send a Trunk Group Service Request ("TGSR") to TCG to trigger changes Pacific desires to the interconnection trunk groups based on Pacific's capacity assessment. TCG will issue an ISR to Pacific's Local Interconnection Service Center ("LISC"):

1. within 10 business days after receipt of the TGSR, upon review of and in response to Pacific's TGSR, or
2. at any time as a result of TCG's own capacity management assessment, to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for Pacific's Switched Access service

Orders that comprise a major project shall be submitted at the same time, and their implementation shall be jointly planned and coordinated. In this context, major projects are those that require the coordination and execution of multiple orders or related activities between and among the Parties' work groups, including but not limited to the initial establishment of Local Interconnection, Combination Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

P. Network Management

1. Protective Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

2. Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.
3. Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.
4. High Volume Calling Trunk Groups. TCG and Pacific shall cooperate to establish separate trunk groups for the completion of calls to high volume customers such as radio station contest lines.

Q. Tariffed Services.

Either Party may opt at any time to terminate to the other Party some or all of its traffic via any tariffed service offered by the other Party (within the terms of the other Party's tariff), or any service governed by a contract (within the terms of the contract) between the two Parties. Any such rearrangements resulting from such election shall require appropriate notification to the other Party, joint planning, forecasting and project management.

R. End User Repair Calls

The Parties will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus. In the case of misdirected repair calls, neither Party shall make disparaging remarks about the other Party, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services, nor shall they initiate any extraneous communications, beyond the direct referral (if any) to the correct repair telephone number. Either Party may respond with correct information in answering customer questions.

S. Referral Services

When an end user customer changes from Pacific to TCG, or from TCG to Pacific, and does not retain its original telephone number, and the end user customer (or the customer's new provider on behalf of the customer) requests provision of a referral announcement, the Party formerly providing service to the

end user will provide a referral announcement on the abandoned telephone number. This announcement will provide the new number to be dialed to reach this customer. This announcement will be provided for the standard period specified in each Party's exchange service tariff in effect as of the date this Agreement is executed. There will be no charge for this service during the first three year term of this Agreement. After that three year term ends, the service will be provided at tariffed rates, if any, unless otherwise agreed by the Parties.

II. NONDISCRIMINATORY ACCESS TO NETWORK ELEMENTS [TA 1996 Sections 271(c)(2)(B)(ii), (iv), (v), (vi) and (x)]

Pacific shall provide TCG access to the following unbundled Network Elements for the provision of telecommunications services by TCG. TCG, at its option, may combine such Network Elements from Pacific with elements of its own network to provide such services. Pacific's prices charged to TCG will be no greater than the cost of providing the Network Element, including a reasonable profit

A. Links. [TA 1996, Section 271(c)(2)(B)(iv)]

Pacific will make the following unbundled Links available as set forth below:

- Basic Links.
- Assured Links.
- Basic Rate ISDN capable Links

In addition, upon receipt of a Bona Fide Request, Pacific will provide to TCG the following Link types:

- ADSL/HDSL capable Links
- T-1/DS1 (4-wire) capable Links

1. Description of Link Service. Link Service consists of transport between the minimum point of entry ("MPOE") at an end user premises and a POI in the Pacific Wire Center from which the transport is extended. At its sole discretion, Pacific will provide Link Service over technology that meets the defined parameters for each Link type.
2. Use and Suitability of Link Service. Link Service may not be used to provide any service that would degrade or otherwise adversely affect Pacific's network services.

3. Availability of Link Service. Link Service is available to TCG from all Pacific Wire Centers on a first-come, first-served basis (applicable to all carriers, including Pacific) and subject to the availability of facilities at the MPOE at the premise of the TCG end user customer. Certain of Pacific's geographical areas are served solely via Digital Loop Carrier. In such areas, ISDN-capable Links will not be provided unless the Digital Loop Carrier has the technological capability to provide ISDN to end-users.
4. Interconnection to Service at Central Office POI. TCG must connect Link Service either:
 - a. via EISCC to a TCG collocated transport facility in the Pacific central office from which Link Service is extended; or
 - b. by means of Pacific Special Access Service (Schedule Cal. P.U.C. Tariff No. 175-T) that terminates at a TCG Point of Presence ("POP") or to a TCG collocated transport facility (via EISCC) in another Pacific Wire Center; or
 - c. via EISCC to a third party's collocated transport facility in the Pacific central office from which Link Service is extended.
5. Link Service Prices.

Pacific will provide Link Service at the prices set forth below. However, the Parties agree that with respect to all charges for Links, TCG will have the option of paying:

- a. the rates set forth below;
- b. the rates determined by the Commission in the OANAD proceeding (R. 93-04-003/T 93-04-002); or
- c. the rates set forth in any agreement entered into by Pacific with any other LEC

The prices set forth herein do not include Commission or FCC mandated surcharges or applicable taxes. For partial months, Pacific will prorate the monthly charge on a per day rate.

Pacific shall charge nonrecurring and monthly recurring rates as set forth below for each Link (which nonrecurring and recurring rates include the

EISCC), plus applicable multiplexing, if requested. All Link prices include any applicable End User Common Line and Carrier Common Line flat rate equivalent charges.

Business Link Zones referred to below are defined as shown in Attachment D. Residence Link Zones referred to below are defined as shown in Attachment E.

a. Basic and Assured Links:

Recurring Rates:

Business (Basic and Assured)

Zone 1	Zone 2	Zone 3
\$13.81	\$15.81	\$20.81

Residence (Basic only)

Zone 1	Zone 2	Zone 3
\$15.21	\$18.31	\$22.71

Nonrecurring rates:

Business Basic Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for measured business service (1MB).

Business Assured Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for Assured PBX Trunks.

Residence Basic Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for flat-rated residence service (1FR), plus a \$50 service charge for each service order at each customer MPOE.

b. ISDN Links:

Recurring Rates:

Business (ISDN)

Zone 1	Zone 2	Zone 3
\$20.06	\$23.06	\$30.56

Residence (ISDN)

Zone 1	Zone 2	Zone 3
\$22.06	\$25.06	\$32.56

Nonrecurring rates

Business ISDN Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for business basic rate ISDN

Residence ISDN Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for residential basic rate ISDN

c. ADSL/HDSL Capable Links:

TCG may submit a request for ADSL/HDSL capable Links using the Bona Fide Request Process set forth in this Agreement when TCG desires to obtain such Links. Dates for the availability of this Link type shall be established during the Bona Fide Request Process. Upon request, Pacific agrees to develop this Link type pursuant to option (c)(1) of the Bona Fide Request Process, below.

d. T-1/DS1 (4-Wire) Capable Links

TCG may submit a request for T-1/DS1 (4-Wire Capable Links using the Bona Fide Request Process set forth in this Agreement when TCG desires to obtain such Links. Dates for the availability of this Link type shall be established during the Bona Fide Request Process. Upon request, Pacific agrees to develop this Link type pursuant to option (c)(1) of the Bona Fide Request Process, below.

A cancellation charge may apply if TCG cancels an order for any type of Link after provisioning has begun and prior to completion, as set forth in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 5.

6. Link Service Volumes. Pacific shall begin accepting orders for Links from TCG effective July 17, 1996. Pacific shall make the following quantities of Basic or Assured Links available to TCG irrespective of any other carrier's demand:

- a. for the month of July, 3000 Links; and
- b. for the month of August, 5000 Links.

Beginning September, 1996 Basic or Assured Links can be ordered through Pacific's mechanized ordering process and the only quantity limitation is that no more than 30,000 Basic or Assured Links can be provided to TCG during calendar year 1996. Basic rate ISDN Links will be available beginning October 1, 1996.

7. Assigned Telephone Number. TCG is responsible for assigning any telephone numbers necessary to provide its end users with Exchange Service.
8. Billing and Payment. Pacific will bill and TCG will pay Link Service bills in accordance with Pacific's billing, bill dispute resolution, late payment charges and disconnection for nonpayment requirements as set forth in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 5.
9. Ordering. TCG must order Link Service via ISR forms using Pacific's CESAR System. Pacific will provide TCG access to CESAR at no charge and initial training in its use for ordering Link Service.
10. Provisioning Intervals. Basic, Assured and ISDN Links are provided within the same period of time Pacific provisions its like exchange service at that time in the same area using similar facilities requiring field work (wiring) plus one day. When available, ADSL, HDSL and T-1/DS1 Links will have intervals identical to the intervals for Pacific's provisioning of its own hi-cap services. Intervals for a project (20 or more lines to a single end user MPOE on a request at the same time) are established on a negotiated interval basis between TCG and Pacific's Interconnection Services Center ("ISC").

11. Service Coordination. Link Service will be provided on the due date and, if requested, will be provided during a 4-hour window (either 8 a.m. to 12 p.m. or 1 p.m. to 5 p.m.). Additional service coordination is charged as additional labor billing per Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section. 13. Links are normally provisioned from 8 a.m. to 5 p.m. Monday through Friday.

The following coordination procedures apply only to Business Basic Links ordered as a project (20 or more lines to a single end user MPOE on a request at the same time): On each Link order in a Wire Center, TCG will contact Pacific and the Parties will agree on a cutover time at least two business days before that cutover time. The cutover time will be defined as a 60 minute window within which both the TCG and Pacific personnel will make telephone contact to begin the cutover activity. Coordination for Business Basic Links meeting the definition of a project (in this paragraph) will be provided by the Parties at no charge.

Within the appointed 60 minute cutover time, the TCG person will call the ISC and when the ISC is reached in that interval such work will be promptly performed. If the TCG person fails to call or is not ready within the appointed interval and if TCG had not called to reschedule the work at least two hours prior to the start of the interval, TCG and Pacific will reschedule the work order and TCG will pay the nonrecurring charge for the Link or Links scheduled for the missed appointment. In addition, nonrecurring charges for the rescheduled appointment will apply.

If the ISC is not available or not ready at any time during the 60 minute interval, TCG and Pacific will reschedule and Pacific will waive the nonrecurring charge for the Link or Links scheduled for that interval and the rescheduled installation. If the ISC is available but the work is not begun promptly (within 15 minutes of the ISC contact), Pacific will waive the nonrecurring charge for the Link or Links scheduled for that interval. The standard time expected from disconnection of service on a line to the connection of the Link to the TCG collocation arrangement or transport is 5 minutes. If Pacific is solely responsible for a line being out of service for more than 30 minutes, Pacific will waive the nonrecurring charge for that Link. If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of TCG.

In addition, if TCG has ordered INP as part of the Link installation, Pacific will implement the INP service coincident with the Link installation; provided, separate INP nonrecurring charges will apply.

12. Maintenance and Testing. TCG is responsible for receiving and coordinating resolution of all end user trouble reports involving Link Service. TCG will isolate any trouble to the Link portion of the service before contacting Pacific's ISC to report the trouble. Pacific will charge TCG additional labor billing charges when the trouble is referred to Pacific and the trouble is found to be either on the customer side of the MPOE or on the TCG side of the POI or collocation POT Bay.
13. Responsibilities of the Parties.
 - a. Thirty days prior to submitting any Link Service orders (except for orders for July and August, 1996), TCG shall provide to Pacific forecasts of number of Links at a Wire Center level. This includes associated additional line ("ADL") requirements when Pacific's primary residential POTS service is not to be disconnected in the establishment of Link Service. TCG shall provide such forecasts on a semi-annual basis
 - b. The Parties agree that TCG will be the single point of contact for its end user customers
 - c. Pacific will not provide repair or other assistance to TCG end user customers except to refer such persons who call Pacific to TCG. TCG will provide Pacific with TCG's toll-free service referral number.
 - d. If, and only if, TCG's end user customer controls access to the MPOE, TCG must ensure that Pacific has access to the MPOE at the TCG end user customer's premises as described in Pacific's Schedule Cal. P.U.C. Tariff No. A2, Section 1.19.
 - e. TCG warrants that for each end user for whom TCG orders disconnection of Pacific exchange service, TCG has received proper authorization from that end user to order such disconnection. TCG shall obtain and verify such authorization using standard industry practices, such as in certain circumstances third-party verification

- f. The Parties agree to abide by existing and future Commission rules that address slamming of local exchange customers by LECs.
- g. TCG is responsible for providing end user customer listing information to obtain E9-1-1 Service, Directory Assistance (411) and/or Directory listings. Such listing information will be submitted to Pacific via electronic transfer whenever practicable. These services are provided pursuant to Pacific's tariffs, except as modified by this Agreement and are subject to Commission requirements.
- h. If Pacific terminates or TCG disconnects any Link Service, Pacific will have no obligation to have any communication with TCG's customer in connection with such termination or disconnection.

B. Transport. [TA 1996, Sec. 271(c)(2)(B)(vi)]

Pacific will make available dedicated local transport at standard digital signal transmission rates (e.g., DS-1, DS-3, etc.) unbundled from local switching or other services.

C. Ports/Local Switching. [TA 1996, Section 271(c)(2)(B)(vi)]

Pacific will make the following unbundled line side Ports available:

Basic Port

Customer Owned Pay Telephone ("COPT") Port

Pacific will make available end office trunk side Ports for Switched Access or interconnection to Pacific's end office(s).

In addition, the Parties agree that if a technically feasible unbundled local switching Network Element separate from a Port can be defined and developed, Pacific will make this Network Element available to TCG within a reasonable time after such development, pursuant to the Bona Fide Request Process.

D. Cross Connects.

Pacific will make available unbundled Cross Connects between TCG's collocation arrangements and any interconnection to Pacific's unbundled Network Elements.

E. Multiplexing.

Pacific will make available multiplexing services in connection with Pacific's unbundled transport or other Pacific services or Pacific's unbundled Network Elements.

F. Nondiscriminatory Access to Databases and Associated Signaling [TA 1996, Section 271(c)(2)(B)(x)]

Pacific will make available, as described elsewhere in this Agreement, interconnection to its SS7 signaling network to enable signaling necessary for call routing and completion between the Parties. Pacific will also make available unbundled SS7 signaling links (i.e., A, B, and D links) for connection to Pacific's STPs.

Pacific will make available access to Toll Free Service and LIDB databases through its STPs on a per query basis. If any additional databases are determined to be required under TA 1996 as necessary for call routing and completion, Pacific will make such databases and associated signaling available to TCG.

If and when Pacific offers a network-based calling name delivery service for sale to its own end users, the Parties agree that TCG may request access to the calling name database through the Bona Fide Request Process.

G. Forecasts for Certain Unbundled Network Elements.

The Parties will cooperate in the provision of forecasts to Pacific for relevant unbundled Network Elements.

H. Bona Fide Request Process.

Any request for interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request.

Pacific shall use the Bona Fide Request Process to determine technical feasibility of the requested interconnection or Network Elements and, for those items found to be feasible, to provide the terms and timetable for providing the requested items.

1. Pacific will promptly consider and analyze a new request by TCG for interconnection or access to an unbundled Network Element with the submission of a Bona Fide Request hereunder.
2. A Bona Fide Request shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested Network Element or interconnection; (b) the desired interface specifications; (c) each requested type of interconnection or access; (d) a statement that the interconnection or Network Element will be used to provide a telecommunications service; and (e) the quantity requested.
3. Within fifteen (15) business days of its receipt, Pacific shall acknowledge receipt of the Bona Fide Request and in such acknowledgment advise TCG of any missing information, if any, necessary to process the Bona Fide Request. Thereafter, Pacific shall promptly advise TCG of the need for any additional information that will facilitate the analysis of the Bona Fide Request.
4. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of the Bona Fide Request and all information necessary to process it, Pacific shall provide to TCG a preliminary analysis of the Bona Fide Request. The preliminary analysis shall specify whether or not the requested interconnection or access to an unbundled Network Element is technically feasible and otherwise qualifies as a Network Element or interconnection as defined under TA 1996.
 - a. If Pacific determines during the thirty day period that a Bona Fide Request is not technically feasible or that the Bona Fide Request otherwise does not qualify as a Network Element or interconnection that is required to be provided under TA 1996, Pacific shall advise TCG as soon as reasonably possible of that fact, and promptly provide a written report setting forth the basis for its conclusion, but in no case later than ten days after making such determination.
 - b. If Pacific determines during the thirty day period that the Bona Fide Request is technically feasible and otherwise qualifies under TA 1996, it shall notify TCG in writing of such determination but in no case later than ten days after making such determination.
 - c. As soon as feasible, but not more than one hundred and twenty (120) days after Pacific notifies TCG that the Bona Fide Request is

technically feasible, Pacific shall provide to TCG a Bona Fide Request quote which will include, at a minimum, a description of each interconnection and Network Element, the quantity to be provided, the installation intervals, and either:

- (1) the applicable rates (recurring and nonrecurring) including the amortized development costs of the interconnection or the network elements; or
- (2) the development costs of the interconnection or Network Element and the applicable rates (recurring and nonrecurring) excluding the development costs.

The choice of using option c(1) or c(2) shall be at Pacific's sole discretion.

For the purposes of this section, the development costs shall be limited to the actual direct costs incurred in the development of the Network Element. The applicable rates (recurring and nonrecurring) for each Network Element shall be limited to the actual costs incurred plus reasonable shared and common costs and a reasonable profit, as determined by appropriate regulatory bodies or by agreement of the Parties.

5. If Pacific has used option c(1) in its Bona Fide Request quote, then within thirty (30) days of its receipt of the Bona Fide Request quote, TCG must indicate its nonbinding interest in purchasing the interconnection or Network Element at the stated quantities and rates, cancel its Bona Fide Request, or seek arbitration.
6. If Pacific has used option c(2) in its Bona Fide Request quote, then within thirty (30) days of its receipt of the Bona Fide Request quote, TCG must either agree to pay the development costs of the interconnection or Network Element, cancel its Bona Fide Request, or seek arbitration.

If TCG agrees to pay the development costs and requests Pacific to proceed:

- a. Pacific will additionally charge those development costs, on a prorated basis (set forth in (c) below), to the next nine parties who place an initial order after TCG for the interconnection or Network Element;

- b. As each additional party places its initial order for the interconnection or Network Element, Pacific will refund the appropriate prorated portion of the development costs to parties who have previously paid development costs (as set forth in (c) below); and
 - c. The charges and refunds will be made using the proration chart set forth in this Agreement with respect to collocation, except that the period of proration for charges and refunds shall be 36 months from when Pacific first makes the interconnection or Network Element available.
- 7. If Pacific has used option c(2) in its Bona Fide Request quote and TCG has accepted the quote, TCG may cancel the Bona Fide Request at any time, but will pay Pacific's reasonable development costs of the interconnection or Network Element up to the date of cancellation.
- 8. Additionally, if Pacific has used option c(2) in its Bona Fide Request quote and Pacific later determines that the interconnection or Network Element requested in the Bona Fide Request is not technically feasible or otherwise does not qualify under TA 1996, Pacific shall notify TCG within ten business days of making such determination and TCG shall not owe any compensation to Pacific in connection with the Bona Fide Request. Any development costs paid by TCG to that point shall be refunded by Pacific.
- 9. If either Party believes that the other Party is not requesting, negotiating or processing any Bona Fide Request in good faith, or disputes a determination, or price or cost quote, it may seek mediation or arbitration.

III. NONDISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY [TA 1996 Section 271(c)(2)(B)(iii)]

- A. Each Party will provide to the other Party access to its poles, ducts, conduits in, on or under public and private rights-of-ways and property and to the rights-of-way themselves on rates, terms and conditions that are consistent with 47 U.S.C. § 224 and that are no less favorable than the rates, terms and conditions available to any competing provider of telecommunications services. Pacific shall impute to its own costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an amount equal to the pole attachment rate for which Pacific (or such affiliate, subsidiary, or associate company) would be liable under 47 U.S.C. § 224.

- B. Whenever either Party inquires of the other in writing whether it intends to construct new poles, duct, or conduit or to acquire additional right-of-way, the other Party shall respond within 30 days of receipt of such inquiry to the other Party of such intention. Any entity, including the Parties to this Agreement, that adds an attachment after receiving such notification shall bear a proportionate share of the costs incurred by the owner in making such new pole, duct, conduit, or right-of-way accessible.
- C. Whenever either Party intends to modify or alter its pole, duct, conduit, or right-of-way in or on which the other Party shares or has an existing attachment, it shall provide written notification of such action to the other Party so that the other Party may have a reasonable opportunity to add to or modify its existing attachment. The notified Party, if it adds to or modifies its existing attachment after receiving such notification shall bear a proportionate share of the costs incurred by the other Party in making such pole, duct, conduit, or right-of-way accessible.
- D. Whenever either Pacific or TCG obtains an attachment to a pole, duct, conduit or right-of-way of the other Party, it shall not be required to bear any of the costs of rearranging or replacing its attachment, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including the owner of such pole, duct, conduit or right-of-way).
- E. The Parties agree to negotiate and execute a separate agreement for pole attachment and conduit usage within 30 days of the execution of this Agreement. Such agreement shall include among its provisions, for the occupancy of conduit, the following:
1. Neither Party will terminate the other Party's occupancy without cause. Should the conduit owner require the use of the occupied space, the Parties agree to jointly construct additional facilities as necessary to accommodate such needed additional capacity;
 2. Since multiple parties may occupy different innerducts within a conduit, the conduit owner will place innerduct at its expense to prepare the conduit for occupancy and proportionately recover such costs through its conduit charges;
 3. The Parties agree that egress from the conduit system should be at the location of the manhole, vault or handhole (collectively "manhole") nearest to the desired point of egress. If such egress is